

# ADVANCED BACKGROUND CHECK

PH: 937.296.9585 FX: 937.395.3508

1221 WILMINGTON AVE, SUITE 218, DAYTON, OH 45420

## FACSIMILE TRANSMITTAL SHEET

TO: POTENTIAL ABTRACTOR	FROM: Vendor Management
COMPANY:	DATE:
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER: 23
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: New Vendor Package	YOUR REFERENCE NUMBER:

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

Thank you for taking the time out of your busy schedule to correspond with Advanced Background Check, Inc. on future business with our companies. It is very important that the attached forms are completed in their entirety and emailed back to our office as soon as possible. The forms to follow include:

1. Real Estate Vendor Agreement (3 pages)
2. Vendor Information Sheet (1 page)
3. Discount Program (1 page) *Optional*
4. Coverage and Fees (1 page)
5. W-9 (4 pages)
6. Addendum A regarding Foreclosure Title Searches (13 pages)

Please note that we only use **EXPERIENCED** searchers with a minimum of 3 years of experience.

Please fax or email the above forms as soon as possible so you may begin receiving orders. Payment of services will be made via auto-pay within 30 days of the end of the billing month unless you have decided to use the 3% Discount Program explained in this package. If there are any discrepancies in regards to your payment, please immediately contact Marc Finke in Accounts Payable Dept. at ext. 1917 upon receipt of your statement and check.

If you have any questions or did not receive one of the forms indicated above, please feel free to contact our office at the number below. We appreciate your quick response and assistance in this matter.

Sincerely,

Advanced Background Check, Inc.

PH: 937.296.9585 Option 2  
FX: 937.395.3508

Please email completed vendor packages to [propertyresults@abcheck.com](mailto:propertyresults@abcheck.com).

## Real Estate Vendor Agreement

Advanced Background Check, Inc. (ABC) enters into agreement with,  
\_\_\_\_\_ (Vendor), to

*Vendor company name or name doing business as*

provide record locator/abstractor services to ABC on an ongoing basis. Services are limited to the following: (a) searching state, county, city, township, village or borough public records for documents and/or information based on data provided by ABC; (b) filing for recording any mortgage loan documents provided by ABC. Vendor agrees to the following conditions:

- 1- Vendor will notify ABC within 24 hours of receipt of the order if the information provided is insufficient to recover documents or perform search.
- 2- Mortgage searches requested will be received to ABC within 2 business days from receipt of the order. ABC will be notified immediately (verbally or posted on ABC's vendor website) of any problem that will cause a delay in the receipt of the results. If an order extends beyond 2 business days for any other reason other than force major (i.e. natural disaster, fire, etc.) or document certification, and Vendor has not provided sufficient reason for delay of result, 50% of the search fees will be deducted from that request's invoice. If Vendor has not provided search within 3 business days without sufficient reason, the request will be reassigned and Vendor will not be paid for the search at all.
- 3- Current owners or any form of title searches requested will be received by ABC within 1 business day from receipt of the order. ABC will be notified immediately (verbally or posted on ABC's vendor website) of any problem that will cause a delay in the receipt of the results. If an order extends beyond 1 business day for any other reason other than force major (i.e. natural disaster, fire, etc.) or document certification, and Vendor has not provided sufficient reason for delay of result, 50% of the search fees will be deducted from that request's invoice. If Vendor has not provided search within 2 business days without sufficient reason, the request will be reassigned and Vendor will not be paid for the search at all.
- 4- If an order is canceled by ABC within a 12-hour period from the time of ordering, no fees will be paid unless proof of commencement of search is provided immediately.
- 5- Vendor will provide a detailed written explanation (i.e. other documents on record or closest mortgage) for all documents or information not retrieved, not located or not of record, etc.
- 6- Vendor will search with all criteria and follow all instructions provided by ABC. If trying to locate a specific mortgage and it is not located by borrower's name, it is required that vendor also searches by property address provided by ABC; this may include doing an ownership check with the county assessor and searching the owner at the time of the requested note date of the mortgage.
- 7- Vendor agrees they will refund all fees for any documents they are unable to locate that are found at a later date through another source. ABC will provide recording information and/or copies of the documents to Vendor at the time of dispute. Only if there is physical proof (county printout or clerk's letter) there was a county error will Vendor be paid for search. If a second trip occurred due to county's error, Vendor will be paid a second trip fee.

- 8- Vendor agrees to replace at no cost or fees to ABC, any incorrect documents recovered based on errors made by the Vendor or its representatives. Any searches in which ABC disputes the Vendor has omitted documents or information on their report and legal action derives from such omissions; Vendor agrees to immediately comply with providing any additional searches, documents, services and pay or reimburse any fees incurred to correct the Vendor's omission.
- 9- Vendor agrees to utilize ABC's vendor website on a regular basis and keep their account current. This includes reprinting of orders not received via email or fax from ABC and posting delay comments when applicable. Vendor takes full accountability for any missing orders or late work according to this agreement due to Vendor will have access to all their orders regardless if phone lines or email is functional.
- 10- **Vendor agrees all information provided to them by ABC and its staff, in connection with record locator/abstractor service, will be considered confidential and will not be disclosed to any third parties.**
- 11- Vendors that will perform searches in regards to Foreclosures, please read Addendum A.
- 12- ABC will auto-pay Vendor and provide an itemized monthly statement with payment. Payment will be sent within 30 days of end of each billing month. (For example, end of billing month of August is September 1<sup>st</sup>. Payment will be mailed by October 1<sup>st</sup>.) If vendor has signed the 3% discount agreement, then payment will be mailed within 15 days after the billing month's end. Any discrepancies that Vendor finds will be addressed with ABC's accounting department upon receipt of payment. If discrepancies are not addressed within 30 days of receipt of payment, the discrepancies are null and void.
- 13- ABC agrees to pay Vendor for all work properly completed in accordance with this agreement.

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Advanced Background Check, Inc. and \_\_\_\_\_ will remain in full force and effect until written termination by either party.

Agreed and Accepted

By: \_\_\_\_\_  
*Authorized signature for Vendor*

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## REAL ESTATE VENDOR INFORMATION SHEET

Vendor: \_\_\_\_\_  
*(Company name or name doing business as)*

Owner or Principal: \_\_\_\_\_  
*(Authorized company contact)*

Accounting Contact: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

SS# or Fed Tax ID# \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail Address (Required): \_\_\_\_\_

All new requests will be emailed to the email address above, unless notified differently. If you do not receive your username and password to login to our website at [www.abcheck.com](http://www.abcheck.com) within the next 10 business days, please email [propertyresults@abcheck.com](mailto:propertyresults@abcheck.com).

### ERRORS & OMISSIONS

Please include a copy of your E & O policy when this agreement is returned to ABC.

If any of the above information changes, please contact ABC immediately. Thank you.

**DISCOUNT PROGRAM**

Advanced Background Check, Inc. offers all vendors payment within 15 days of the end of the month if you agree to a 3% discount of your entire invoice. If you choose to sign up and at anytime would like to withdrawal from the program, all you need to do is notify Advanced Background Check, Inc. in writing and you will be removed from the Invoice Discount Program. It is that simple.

**PLEASE NOTE THIS IS FOR REAL ESTATE DIVISION WORK ONLY – NOT THE CRIMINAL DIVISION.**

Example:

Current System:

Vendor January Auto Pay check is \$1000 – Vendor’s check is postmarked by March 1<sup>st</sup>, within 30 days after billing month has ended.

Vendor agrees to the 3% Discount program:

Vendor January Auto Pay check is \$1000. \$970 Vendor check will be post marked no later than February 15<sup>th</sup>. **Vendor will receive payment at least 15 days sooner.**

If you have any questions in regards to this program please call Cindy Stolle at ext. 1917.

If you would like to sign up for the Invoice Discount Program please fill out the information below and email to [propertyresults@abcheck.com](mailto:propertyresults@abcheck.com).

(Vendor Company Name),

\_\_\_\_\_ would like to  
signup for the Invoice Discount program and agree to the terms stated above.

Address: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ADVANCED BACKGROUND CHECK

Phone: (937) 296-9585  
 Fax: (937) 395-3508  
[propertyresults@abcheck.com](mailto:propertyresults@abcheck.com)  
[www.abcheck.com](http://www.abcheck.com)

Your Nationwide Public Record Retrieval Specialists

## Real Estate Division

1221 Wilmington Ave, Suite 218  
 Dayton, OH 45420

**SUBJECT:** COVERAGE AND FEES

Please list the states and counties in which you do abstract work and provide the fees for the various searches you provide. Please also sign the bottom of the page to confirm your prices. Please make sure you provide fees for all the search types listed below or you will not be added to our system. If you already have coverage and fee sheets of your own that covers all of the search types listed below, please feel free to attach them. If you provide real estate related search types not listed below, please do add them to the list. Thank you!!!

State \_\_\_\_\_ County (ies) \_\_\_\_\_

\*\*\*\*\*

Document Retrieval \$ _____	Federal & State Tax Liens \$ _____
Specific Mortgage/Assign/Release Retrieval \$ _____	Judgment Liens \$ _____
Current Deed \$ _____	UCC/Fixtures, Federal & State Tax Liens & Judgment Liens \$ _____
Current Deed & Open Mortgages \$ _____	UCC/Fixtures, Federal & State Tax Liens, Judgment Liens & Pending Suits \$ _____
Current Owner \$ _____	Mechanic's Liens \$ _____
2 Owner \$ _____	Notary Services for closings \$ _____
21-Yr Search \$ _____	Notary Services after 7pm & weekends \$ _____
Full Title (Your State Statute for years searched for full marketable title: _____ yrs) \$ _____	<u>Other:</u>
Update \$ _____	Type of Search _____
Update over 1 year \$ _____	Fee \$ _____
Recording \$ _____	Type of Search _____
Update & Recording \$ _____	Fee \$ _____
County Level UCCs (a/k/a Fixture Filings) \$ _____	Type of Search _____
Pending Suits (Civil Litigation) \$ _____	Fee \$ _____

\*\*\*\*\*

Recorder Copy fees/pg \$ \_\_\_\_\_ Upper Civil Court copy fees/pg (if different from Recorder fees) \$ \_\_\_\_\_  
 Recorder's Certification fee per document \$ \_\_\_\_\_ Recorder's copy fee of certified documents \$ \_\_\_\_\_

**\*\*\*PLEASE NOTE THAT ABC ONLY PAYS THE COPY FEES THAT THE COUNTY CHARGES\*\*\***

Company Name: \_\_\_\_\_

X \_\_\_\_\_ Date: / /  
*Abstractor Signature for Confirmation of Fees*

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
						-			
OR									
Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA); and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; or
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# “Addendum A”

## Regarding Foreclosure Searches

- 1.1 Vendor shall keep and maintain complete and accurate accounting Records in accordance with generally accepted accounting principles consistently applied to support and document all amounts becoming payable to Vendor hereunder. Upon request from Advanced Background Check, Inc. and within a reasonably prompt time after such request, Vendor shall provide to Advanced Background Check, Inc. (or a Representative designated by Advanced Background Check, Inc.) access to such Records for the purpose of auditing such Records during normal business hours. Vendor shall retain all Records required under this Section in accordance with the Section entitled “Audit” of this Agreement, after the amounts documented in such Records become due. Vendor shall cooperate fully with Advanced Background Check, Inc. and any taxing authority involving any audit of sales, use or excise taxes, if applicable. Upon request from Advanced Background Check, Inc., Vendor will provide copies of invoices in electronic form that have been selected for review by any taxing authority, together with documents supporting the identification of taxable and nontaxable portions of amounts reflected on such invoices.

### 2.0 REPRESENTATIONS AND WARRANTIES OF VENDOR

- 2.1 In rendering its obligations under this Agreement, without limiting other applicable performance warranties, Vendor represents and warrants to Advanced Background Check, Inc. as follows: (a) Vendor is in good standing in the state of its incorporation and is qualified to do business as a foreign corporation in each of the other states in which it is providing Services hereunder; and (b) Vendor shall secure or has secured all permits, licenses, regulatory approvals and registrations required to render Services set forth herein, including without limitation, registration with the appropriate taxing authorities for remittance of taxes.
- 2.2 Vendor represents and warrants that it shall perform the Services in a timely and professional manner using competent personnel having expertise suitable to their assignments. Vendor represents and warrants that the Services shall conform to or exceed, in all material respects, the specifications described herein, as well as the standards generally observed in the industry for similar services. Vendor represents and warrants that neither performance nor functionality of the Services or systems is or will be affected by dates prior to, during and after the year 2000. Vendor represents and warrants that Services supplied hereunder shall be free of defects in workmanship, design and material. Vendor represents and warrants that the Work Product and Services furnished under this Agreement do not and shall not infringe, misappropriate or otherwise violate any Intellectual Property Rights or any other rights of any third party.
- 2.3 As of the Effective Date, there are no actions, suits or proceedings pending, or to the knowledge of Vendor threatened, against Vendor, Vendor’s Representatives and Subcontractors alleging infringement, misappropriation or other violation of any Intellectual Property Rights related to any Work Product or Service contemplated by this Agreement.

- 2.4 Vendor shall, and shall be responsible for ensuring that Vendor's Representatives and Subcontractors shall, perform all obligations of Vendor under this Agreement in compliance with all laws, rules, regulations and other legal requirements. Additionally, Vendor shall, and shall be responsible for ensuring that Vendor's Representatives and Subcontractors shall, perform all obligations of Vendor under this Agreement in compliance with all policies, procedures and other instructions of Advanced Background Check, Inc., as may be amended from time to time in Advanced Background Check, Inc.'s sole discretion. Applicable policies, procedures and other instructions will be provided to Vendor by Advanced Background Check, Inc.
- 2.5 Vendor represents and warrants that it is familiar with all applicable domestic and foreign antibribery or anticorruption laws, including those prohibiting Vendor, and, if applicable, its officers, employees, agents and others working on its behalf, from taking corrupt payments in furtherance of an offer, payment, promise to pay or authorization of the payment of anything of value, including but not limited to cash, checks, wire transfers, tangible and intangible gifts, favors, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value, to: (i) an executive, official, employee or agent of a governmental department, agency or instrumentality, (ii) a director, officer, employee or agent of a wholly or partially government-owned or -controlled company or business, (iii) a political party or official thereof, or candidate for political office, or (iv) an executive, official, employee or agent of a public international organization (e.g., the International Monetary Fund or the World Bank) ("Government Official"); while knowing or having a reasonable belief that all or some portion will be used for the purpose of: (a) influencing any act, decision or failure to act by a Government Official in his or her official capacity, (b) inducing a Government Official to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity, or (c) securing an improper advantage; in order to obtain, retain, or direct business.
- 2.6 Vendor represents and warrants that it would now be in compliance with all applicable domestic or foreign antibribery or anticorruption laws, including those prohibiting the bribery of Government Officials, and will remain in compliance with all applicable laws; that it will not authorize, offer or make payments directly or indirectly to any Government Official; and that no part of the payments received by it from Advanced Background Check, Inc. will be used for any purpose that could constitute a violation of any applicable laws.

### 3.0 BUSINESS CONTINUITY

---

- 3.1 Vendor agrees to establish, maintain and implement per the terms thereof a Business Continuity Plan. The Business Continuity Plan must be in place and delivered to Advanced Background Check, Inc. within forty-five (45) calendar days after the Effective Date of this Agreement. The Business Continuity Plan shall be delivered annually thereafter and shall include, but not be limited to, testing, control functions, accountability and corrective actions to be immediately implemented, if necessary. Vendor agrees to provide copies of the plan to Advanced Background Check, Inc. upon request.

- 3.2 Vendor agrees to establish, maintain and implement per the terms thereof a Business Continuity Plan. The Business Continuity Plan must be in place within forty-five (45) calendar days after the Effective Date of this Agreement and shall include, but not be limited to, testing, control functions, accountability and corrective actions to be immediately implemented, if necessary. Vendor agrees to provide copies of the plan to Advanced Background Check, Inc. upon request.

#### 4.0 RELATIONSHIP OF THE PARTIES

---

The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties or any of their Subcontractors

#### 5.0 VENDOR PERSONNEL

---

- 5.1 Vendor's personnel are not eligible to participate in any of the employee benefit or similar programs of Advanced Background Check, Inc. Vendor shall inform all of its personnel providing Services pursuant to this Agreement that they will not be considered employees of Advanced Background Check, Inc. for any purpose, and that Advanced Background Check, Inc. shall not be liable to any of them as an employer for any claims or causes of action arising out of or relating to their assignment.
- 5.2 Upon the request of Advanced Background Check, Inc., Vendor shall immediately remove any of Vendor's Representatives or Subcontractors performing Services under this Agreement and replace such Representative or Subcontractor as soon as practicable. Upon the request of Advanced Background Check, Inc., Vendor shall promptly, and after consultation with Advanced Background Check, Inc., address any concerns or issues raised by Advanced Background Check, Inc. regarding any of Vendor's Representatives or Subcontractors performing Services under this Agreement, which may include, as appropriate, replacing such Representative or Subcontractor from the Advanced Background Check, Inc. account. Without limiting Vendor's obligations under Section 2, Vendor shall comply and shall cause its Representatives and Subcontractors to comply with all Advanced Background Check, Inc. requirements for training of personnel performing services under this Agreement and shall provide certification of completion of such training to Advanced Background Check, Inc. when requested.
- 5.3 The engagement of a Subcontractor by Vendor shall be subject to Advanced Background Check, Inc.'s prior written consent, which shall not be unreasonably withheld, and shall not relieve Vendor of any of its obligations under this Agreement. Vendor shall be responsible for the performance or nonperformance of its Subcontractors as if such performance or nonperformance were that of Vendor. Vendor shall require all Subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement particularly the Sections entitled "Vendor Personnel," "Insurance," "Confidentiality and Information Protection," "Audit" and "Business Continuity."
- 5.4 Vendor shall comply and shall cause its Representatives and Subcontractors to comply with all personnel, facility, safety and security policies, rules and regulations and other instructions of Advanced Background Check, Inc., when performing work at an Advanced Background Check, Inc. facility or accessing any Advanced Background Check, Inc.

systems or data, and shall conduct its work at Advanced Background Check, Inc. facilities or on Advanced Background Check, Inc. systems in such a manner as to avoid endangering the safety, or interfering with the convenience of, Advanced Background Check, Inc. Representatives or customers. Vendor understands that Advanced Background Check, Inc. operates under various laws and regulations that are unique to the security-sensitive banking industry. As such, persons engaged by Vendor to provide Services under this Agreement are held to a higher standard of conduct and scrutiny than in other industries or business enterprises. Vendor agrees that its Representatives and Subcontractors providing Services hereunder shall possess appropriate character, disposition and honesty. Vendor shall, to the extent permitted by law, exercise reasonable and prudent efforts to comply with the security provisions of this Agreement.

- 5.5 Vendor shall not knowingly permit a Representative or Subcontractor to have access to the Confidential Information, premises, records or data of Advanced Background Check, Inc. when such Representative or Subcontractor: (a) has been convicted of a crime or has agreed to or entered into a pretrial diversion or similar program in connection with: (i) a dishonest act or a breach of trust, as set forth in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. 1829(a); or (ii) a felony; or (b) uses illegal drugs.
- 5.6 Vendor represents that it maintains comprehensive hiring policies and procedures which include, among other things, a background check for criminal convictions, and if requested by Advanced Background Check, Inc., drug testing, all to the extent permitted by law. Vendor further represents that through its hiring policies and procedures including background checks, it endeavors to hire the best candidates with appropriate character, disposition, and honesty.
- A. Vendor shall be responsible, at Vendor's cost, for conducting background investigations of Vendor employees who perform Services for Advanced Background Check, Inc.. Such investigations shall include, but not be limited to: (i) a search of the Representatives and/or Subcontractors social security number or other appropriate identification number to verify the accuracy of the individuals identity and current and previous address(es); and (ii) a criminal background search of all court records in each venue of Representative's and/or Subcontractor's previous residences over the past seven (7) years. In the event that Vendor's Representatives and/or Subcontractors maintain or have maintained residences outside of the United States, the Parties shall agree upon the appropriate background checks.
- B. In the event that Vendor employs non-U.S. citizens to provide Services hereunder, Vendor shall ensure that all such persons have and maintain appropriate visas to enable them to provide the Services.
- 5.7 Advanced Background Check, Inc. shall notify Vendor of any act of dishonesty or breach of trust committed against Advanced Background Check, Inc. which may involve a Vendor Representative or Subcontractor of which Advanced Background Check, Inc. becomes aware, and Vendor shall notify Advanced Background Check, Inc. if it becomes aware of any such offense. Following such notice, at the request of Advanced Background Check, Inc. and to the extent permitted by law, Vendor shall cooperate with investigations conducted by or on behalf of Advanced Background Check, Inc.
- 5.8 To the extent Executive Order 13496 applies to this Agreement or the work performed hereunder, the text of 29 CFR Part 471, Appendix A to Subpart A (as amended, modified, restated or supplemented from time to time) is hereby incorporated by reference into this Agreement as if set forth fully herein. Vendor shall comply with all requirements set forth

in 29 CFR Part 471, Appendix A to Subpart A, and all promulgated regulations applicable thereto (collectively, "EO 13496 Requirements"). **At least annually, and on a more frequent basis as determined by Advanced Background Check, Inc., Vendor shall certify in writing, in a form acceptable to Advanced Background Check, Inc., that Vendor has fully complied with all EO 13496 Requirements.** Failure to comply with the EO 13496 Requirements or the written certification requirements shall be deemed a material breach of this Agreement.

Vendor shall indemnify, defend, and hold harmless Advanced Background Check, Inc. and its Representatives, successors and permitted assigns from and against any and all claims or legal actions of whatever kind or nature that are made or threatened by any third party or government agency and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation, defense or settlement, which arise out of, are alleged to arise out of, or relate to Vendor's failure to comply with the EO 13496 Requirements. Vendor's liability pursuant to this Subsection 12.8 shall not be subject to or limited in any way by the limitations set forth in Section 16.0, Limitation of Liability.

## 6.0 INSURANCE

- 6.1 Vendor shall at its own expense secure and continuously maintain, and shall require its Subcontractors to secure and continuously maintain, throughout the Term, the following insurance with companies qualified to do business in the jurisdiction in which the Services will be performed and rating A-VII or better in the current Best's Insurance Reports published by A. M. Best Company and shall, upon Advanced Background Check, Inc.'s request, be furnished to Advanced Background Check, Inc. certificates and required endorsements evidencing such insurance. Advanced Background Check, Inc. shall be named as an "Additional Insured" to the coverages described in Sections 6.5.3, 6.5.4 and 6.5.5 below for the purpose of protecting Advanced Background Check, Inc. from any expense and/or liability arising out of, alleged to arise out of, related to, or connected with the Services provided by Vendor and/or its Subcontractors. The certificates shall state the amount of all deductibles and self-insured retentions and shall contain evidence that the policy or policies shall not be canceled or materially altered without at least thirty (30) calendar days prior written notice to Advanced Background Check, Inc. Vendor and its Subcontractors shall pay any and all costs which are incurred by Advanced Background Check, Inc. as a result of any such deductibles or self-insured retentions to the extent that Advanced Background Check, Inc. is named as an "Additional Insured," and to the same extent as if the policies contained no deductibles or self-insured retention. The insurance coverages and limits required to be maintained by Vendor and its Subcontractors shall be primary and non-contributory to insurance coverage, if any, maintained by Advanced Background Check, Inc. Vendor and its Subcontractors and their underwriters shall waive subrogation against Advanced Background Check, Inc. and shall cause their insurer(s) to waive subrogation against Advanced Background Check, Inc..

### Insurance Coverages

- 6.5.1 Worker's Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.
  - 6.5.2 Employers' Liability Insurance which limit shall be \$1,000,000 per accident for Bodily Injury and \$1,000,000 per employee/aggregate for disease.
  - 6.5.3 Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, death, property damage and personal injury. This policy shall include products/completed operations coverage and shall also include contractual liability coverage.
  - 6.5.4 Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Vendor with a minimum combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage.
  - 6.5.5 Excess coverage with respect to Sections 6.5.2, 6.5.3 and 6.1.4 above with a per occurrence limit of \$5,000,000. The limits of liability required in subsections 6.5.2, 6.5.3 and 6.5.4 may be satisfied by a combination of those policies with an Umbrella/Excess Liability policy.
  - 6.5.6 Errors and Omissions coverage with a minimum limit of \$5,000,000.
  - 6.5.7 Vendor shall be responsible for loss to bank property and customer property, directly or indirectly, and shall maintain Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of \$5,000,000. Vendor shall endorse such policy to include a "Client Coverage" or "Joint Payee Coverage" endorsement. Advanced Background Check, Inc. shall be named as "Loss Payee, As Their Interest May Appear" in such Fidelity Bond.
- 6.2 The failure of Advanced Background Check, Inc. to obtain certificates, endorsements, or other forms of insurance evidence from Vendor and its Subcontractors is not a waiver by Advanced Background Check, Inc. of any requirements for the Vendor and its Subcontractors to secure and continuously maintain the specified coverages. Vendor shall notify and shall advise its Subcontractors to notify insurers of the coverages required hereunder. Advanced Background Check, Inc.'s acceptance of certificates and/or endorsements that in any respect do not comply with the requirements of this Section does not release the Vendor and its Subcontractors from compliance herewith. Should Vendor and/or its Subcontractors fail to secure and continuously maintain the insurance coverage required under this Agreement, Vendor shall itself be responsible to Advanced Background Check, Inc. for all the benefits and protections that would have been provided by such coverage, including without limitation, the defense and indemnification protections.



## 7.0 CONFIDENTIALITY AND INFORMATION PROTECTION

- 7.1 The term "Confidential Information" shall mean this Agreement and all data, trade secrets, business information and other information of any kind whatsoever that a Party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other Party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of Vendor, to Advanced Background Check, Inc. or its Representatives, customers, third party vendors or licensors. Confidential Information includes Associate Information, Customer Information and Consumer Information, as defined in Section entitled "Definitions." A "writing" shall include an electronic transfer of information by e-mail, over the Internet or otherwise.

Vendor acknowledges that Advanced Background Check, Inc. has a responsibility to its customers and other consumers using its services to keep Associate Information, Customer Information and Consumer Information strictly confidential. Each of the Parties, as Recipient, hereby agrees that it will not, and will cause its Representatives, consultants, Affiliates and independent contractors not to disclose Confidential Information of the other Party, including Associate Information, Customer Information and Consumer Information, during or after the Term of this Agreement, other than on a "need to know" basis and then only to: (a) Affiliates of Advanced Background Check, Inc.; (b) Recipient's employees or officers; (c) Affiliates of Recipient, its independent contractors at any level, agents and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; (d) pursuant to the exceptions set forth in 15 U.S.C 6802(e) and accompanying regulations, which disclosures are made in the ordinary course of business and (e) as required by law or as otherwise expressly permitted by this Agreement. Recipient shall not use or disclose Confidential Information of the other Party for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care. Upon expiration or termination of this Agreement for any reason or at the written request of Advanced Background Check, Inc. during the Term of this Agreement, Vendor shall promptly return to Advanced Background Check, Inc. or destroy according to the Information Destruction Requirements described within SCHEDULE D, "Information Destruction Requirements", at Advanced Background Check, Inc.'s election, all Advanced Background Check, Inc. Confidential Information in the possession of Vendor or Vendor's Subcontractors, subject to and in accordance with the terms and provisions of this Agreement.

- 7.2 To the extent legally permitted, Recipient shall notify Discloser of any actual or threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure. Nothing in this Section shall require any notice or other action by Advanced Background Check, Inc. in connection with requests or demands for Confidential Information by bank examiners.
- 7.3 Vendor shall not remove or download from Advanced Background Check, Inc.'s premises or systems, the original or any reproduction of any notes, memoranda, files, records, or other documents, whether in tangible or electronic form, containing Advanced Background Check, Inc.'s Confidential Information or any document prepared by or on behalf of Vendor that contains or is based on Advanced Background Check, Inc.'s Confidential Information, without the prior written consent of an authorized Representative of Advanced Background Check, Inc.. Any document or media provided by an authorized Advanced Background

Check, Inc. Representative or notes taken to document discussions with Advanced Background Check, Inc. Representatives pertaining to the Services performed hereunder will be deemed to fall outside the consent requirement unless otherwise stated by the Advanced Background Check, Inc. Representative.

- 7.4 With the exception of Associate Information, Customer Information and Consumer Information, the obligations of confidentiality in this Section shall not apply to any information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops

without access to Discloser's Confidential Information; (iii) is or becomes known to the public other than by breach of this Section or (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality. Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

- 7.5 Advanced Background Check, Inc. may disclose Confidential Information of Vendor to independent contractors for the purpose of further handling, processing, modifying and adapting the Services for use by or for Advanced Background Check, Inc., provided that such independent contractors have agreed to observe in substance the obligations of Advanced Background Check, Inc. set forth in this Section.
- 7.6 Vendor acknowledges that Advanced Background Check, Inc. is required to comply with the information security standards required by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, 6805(b)(1)) and the regulations issued thereunder (12 C.F.R. Part 40), the Fair and Accurate Credit Transactions Act (15 U.S.C. 1681, 1681w) and the regulations issued thereunder (12 C.F.R. Parts 30 and 41) and with other statutory, legal and regulatory requirements (collectively, "Privacy Laws") If applicable, Vendor shall make commercial best efforts to assist Advanced Background Check, Inc. to so comply and shall comply and conform with applicable Privacy Laws, as amended from time to time, and with the Advanced Background Check, Inc. policies for information protection as modified by Advanced Background Check, Inc. from time to time.

## 8.0 INDEMNITY

- 8.1 Vendor shall indemnify, defend, and hold harmless Advanced Background Check, Inc. and its Representatives, successors and permitted assigns from and against any and all claims or legal actions of whatever kind or nature that are made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation, defense or settlement ("Damages"), which arise out of, are alleged to arise out of, or relate to the following: (a) any negligent act or omission or willful misconduct by Vendor, its Representatives or any Subcontractor engaged by Vendor in the performance of Vendor's obligations under this Agreement; or (b) any breach in a representation, covenant or obligation of Vendor contained in this Agreement.
- 8.2 Vendor shall defend or settle at its expense any threat, claim, suit or proceeding arising from or alleging infringement, misappropriation or other violation of any Intellectual Property Rights or any other rights of Services furnished under this Agreement. Vendor shall indemnify and hold Advanced Background Check, Inc., its Affiliates and each of their Representatives and customers — any third party by Work Product or Agreement. Vendor shall indemnify harmless from and against and pay

any Damages, including royalties and license fees attributable to such threat, claim, suit or proceeding.

A. If any Work Product or Services furnished under this Agreement, including, without limitation, software, system design, equipment or documentation, becomes, or in Advanced Background Check, Inc.'s or Vendor's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of, or in the event of any adjudication that such Work Product or Service infringes, misappropriates or otherwise violates, any Intellectual Property Rights or any other rights of a third party, Vendor, at its

own expense, shall take the following actions in the listed order of preference: (i) secure for Advanced Background Check, Inc. the right to continue using the Work Product or Service; or if commercially reasonable efforts are unavailing, (ii) replace or modify the Work Product or Service to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Work Product or Service.

B. The indemnity in the preceding provision shall not extend to any claim of infringement resulting solely from Advanced Background Check, Inc.'s unauthorized modification or use of the Work Product or Service.

8.3 Advanced Background Check, Inc. shall give Vendor notice of, and the Parties shall cooperate in, the defense of such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that Advanced Background Check, Inc. must approve the terms of any settlement or compromise that may impose any unindemnified or nonmonetary liability on Advanced Background Check, Inc..

## 9.0 LIMITATION OF LIABILITY

9.1 Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such Party alleged to be liable has knowledge of the possibility of such damages, provided, however, that the limitations set forth in this Section shall not apply to or in any way limit the obligations of the Section entitled "Indemnity," the Section entitled "Confidentiality and Information Protection," or Vendor's gross negligence or willful misconduct.

## 10.0 AUDIT

10.1 Vendor shall maintain at no additional cost to Advanced Background Check, Inc., in a reasonably accessible location, all Records pertaining to its Services provided to Advanced Background Check, Inc. under this Agreement for a period of seven (7) years or as required by law, if longer. Such Vendor Records referenced above may be inspected, audited and copied by Advanced Background Check, Inc., its Representatives or by federal or state agencies having jurisdiction over Advanced Background Check, Inc., during normal business hours and at such reasonable times as Advanced Background Check, Inc. and Vendor may determine. Records available for review shall exclude any records pertaining to Vendor's other customers deemed proprietary and confidential and Vendor confidential and proprietary records not associated with the Services provided under the Agreement. Vendor will give prior notice to Advanced Background Check, Inc. of requests by federal or state authorities to examine Vendor's — Advanced Background Check, Inc.

Records. At Advanced Background Check, Inc.'s written request, Vendor shall reasonably cooperate with Advanced Background Check, Inc. in seeking a protective order with respect to such Records.

10.2 Records required to be maintained by Vendor shall include without limitation documentation of Vendor's processes, procedures and controls for quality assurance, quality control, document retention, personnel training, compliance with legal requirements, handling of customer complaints and such other documentation necessary to establish Vendor's compliance with the requirements of this Agreement (including without limitation the representations and warranties set forth in Section 8) and all pertinent Schedules and Exhibits hereto and any applicable Order.

10.3 Vendor will provide reasonable access to Advanced Background Check, Inc.'s federal and state governmental regulators (at a minimum, to the extent required by law), at Advanced Background Check, Inc.'s expense, to Advanced Background Check, Inc.'s Records held by Vendor and to the procedures and facilities of Vendor relating to the Services provided under this Agreement. Pursuant to 12 U.S.C. 1867(c), the performance of such Services will be subject to regulation and examination by the appropriate federal banking agency to the same extent as if the Services were being performed by Advanced Background Check, Inc. itself. Vendor acknowledges and agrees that regulatory agencies may audit Vendor's performance at any time during normal business hours and that such audits may include both methods and results under this Agreement.

#### 11.0 DISPUTE RESOLUTION

11.1 The following procedure will be adhered to in all disputes arising under this Agreement which the Parties cannot resolve informally. The aggrieved Party shall notify the other Party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other Party. The Relationship Managers shall meet (in person or by telephone) within seven (7) calendar days (or other mutually agreed upon date) after the date of the written notification to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective Parties. If the Relationship Managers do not meet or are unable to agree on corrective action, senior managers of the Parties having authority to resolve the dispute without the further consent of any other person ("Management") shall meet or otherwise act to facilitate an agreement within fourteen (14) calendar days (or other mutually agreed upon date) of the date of the written notification. If Management do not meet or cannot resolve the dispute or agree upon a written plan of corrective action to do so within seven (7) calendar days (or other mutually agreed upon date) after their initial meeting or other action, or if the agreed-upon completion dates in the written plan of corrective action are exceeded, either Party may request mediation and/or arbitration as provided for in this Agreement. Except as otherwise specifically provided, neither Party shall initiate arbitration, mediation or litigation unless and until this dispute resolution procedure has been substantially complied with or waived. Failure of a Party to fulfill its obligations in this Section, including failure to meet timely upon the other Party's notice, shall be deemed such a waiver.

#### 12.0 MEDIATION/ARBITRATION

12.1 If the Parties are unable to resolve a dispute arising out of or relating to this Agreement in accordance with the Section entitled "Dispute Resolution,"

the Parties will in good faith attempt to resolve such dispute through non-binding mediation. The mediation shall be conducted before a mediator acceptable to both sides, who shall be an attorney or retired judge practicing in the areas of banking and/or information technology law. The mediation shall be held in Charlotte, N.C., provided, however, a dispute relating to infringement of Intellectual Property Rights or the Section entitled "Confidentiality and Information Protection" shall not be subject to this Section entitled "Mediation/Arbitration".

- 12.2 Any controversy or claim, other than those specifically excluded, between or among the Parties not resolved through mediation under the preceding provision, shall at the request of a Party be determined by arbitration. The arbitration shall be conducted by one independent arbitrator who shall be an attorney or retired judge practicing in the areas of banking and/or information technology law. The arbitration shall be held in Charlotte, N.C. in accordance with the United States Arbitration Act (9 U.S.C. 1 et seq.), notwithstanding any choice of law provision in this Agreement, and under the auspices and the Commercial Arbitration Rules of the American Arbitration Association.
- 12.3 Consistent with the expedited nature of arbitration, each Party will, upon the written request of the other Party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim on which the producing Party may rely in support of or in opposition to any claim or defense. At the request of a Party, the arbitrator shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) calendar days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum of three (3) hours duration. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, which determination shall be conclusive. All discovery shall be completed within sixty (60) calendar days following the appointment of the arbitrator.
- 12.4 The arbitrator shall give effect to statutes of limitation in determining any claim, and any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. The arbitrator shall follow the law in reaching a reasoned decision and shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for the decision. The arbitrator shall reconsider the decision once upon the motion and at the expense of a Party. The Section of this Agreement entitled "Confidentiality and Information Protection" shall apply to the arbitration proceeding, all evidence taken, and the arbitrator's opinion, which shall be Confidential Information of both Parties. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction.
- 12.5 No provision of this Section shall limit the right of a Party to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration. The exercise of a remedy does not waive the right of either Party to resort to arbitration. The institution and maintenance of an action for judicial relief or pursuit of a provisional or

ancillary remedy shall not constitute a waiver of the right of either Party to submit the controversy or claim to arbitration if the other Party contests such action for judicial relief.

### 13.0 OWNERSHIP OF WORK PRODUCT

13.1 Advanced Background Check, Inc. will own exclusively all Work Product and Vendor hereby assigns to Advanced Background Check, Inc. all right, title and interest (including all Intellectual Property Rights) in the Work Product. Work Product, to the extent permitted by law, shall be deemed "works made for hire" (as that term is defined in the United States Copyright Act). Vendor shall provide Advanced Background Check, Inc. upon request with all assistance reasonably required to register, perfect or enforce such right, title and interest, including providing pertinent information and, executing all applications, specifications, oaths, assignments and all other instruments that Advanced Background Check, Inc. shall deem necessary. Vendor shall enter into agreements with all of its Representatives and Subcontractors necessary to establish Advanced Background Check, Inc.'s sole ownership in the Work Product. Advanced Background Check, Inc. acknowledges Vendor's and its licensors' claims of proprietary rights in preexisting works of authorship and other intellectual property ("Pre-existing IP") Vendor uses in its work pursuant to this Agreement. Advanced Background Check, Inc. does not claim any right not expressly granted by this Agreement in such Pre-existing IP, which shall not be deemed Work Product, even if incorporated with Work Product in the Services Vendor delivers to Advanced Background Check, Inc.. Unless otherwise agreed in an Order, Vendor grants Advanced Background Check, Inc. a perpetual, worldwide, irrevocable, nonexclusive, royalty free license to any Pre-existing IP embedded in the Work Product, which shall permit Advanced Background Check, Inc. and any transferee or sublicensee of Advanced Background Check, Inc., subject to the restrictions in this Agreement, to make, use, import, reproduce, display, distribute, make derivative works and modify such Pre-existing IP as necessary or desirable for the use of the Work Product.

### 14.0

Vendor shall promptly notify Advanced Background Check, Inc. in writing, of any threat, or the filing of any action, suit or proceeding, against Vendor, its Affiliates, Subcontractors or Representatives, (i) alleging infringement, misappropriation or other violation of any Intellectual Property Right related to any Work Product or Service furnished under this Agreement, or (ii) in which an adverse decision would reasonably be expected to have a material adverse effect on the Vendor or the use by Advanced Background Check, Inc. of the Work Product or Services furnished under this Agreement.

#### **Deliverables / Vendor's Responsibilities:**

In addition to compliance with all terms and conditions of the Master Services Agreement and other requirements stated elsewhere in this SOW, Vendor shall for purposes of this SOW also ensure that its information resources for the Services are accurate. Sources to be routinely monitored and updated include, but are not limited to all title data and documents utilized to prepare the report. —Monitoring shall ensure that data supplied is

accurate and can be verified via county courthouse records. Should Vendor provide Services that are not accurate, Advanced Background Check, Inc. may require the Service to be re-performed at no additional fee to Advanced Background Check, Inc. Should Vendor's inaccurate Services result in additional costs, fines and/or penalties assessed to Advanced Background Check, Inc., Vendor shall compensate Advanced Background Check, Inc. for the actual additional cost, fines and/or penalties.

Upon request by Advanced Background Check, Inc., Vendor shall provide source identification for data supplied within each title report and, if needed, research any data that Advanced Background Check, Inc. may dispute.